

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION, TOWNSHIP OF EWING**

**and**

**EWING TOWNSHIP EDUCATIONAL SUPPORT**

**STAFF ASSOCIATION**

**July 1, 2013 through June 30, 2016**



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## **ARTICLE 1**

### **RECOGNITION**

- A. The Ewing Township Board of Education, hereinafter known as the "Board," hereby recognizes the Ewing Township Educational Support Staff Association (ETESSA), hereinafter known as the "Association," as the exclusive bargaining representative in accordance with NJSA 34:13A-5.3 for the support staff, employee classifications employed by the Board and listed below including:

#### **1. SECRETARIAL EMPLOYEES**

- (a) Head Bookkeepers/Assistant Head Bookkeeper
- (b) Office Assistants
- (c) Secretaries
- (d) Supervising Secretaries
- (e) Nurses' Office Assistants
- (f) Attendance Office Assistant

#### **2. FOOD SERVICE EMPLOYEES**

- (a) Secondary Cafeteria Manager
- (b) Elementary Cafeteria Manager
- (c) Staff Employees
- (d) Secondary School Cooks

#### **3. PARAPROFESSIONALS (Aides)**

- (a) Classroom/Instructional
- (b) Noontime
- (c) Kindergarten
- (d) PreFirst
- (e) Personal Care

4. CUSTODIANS

- (a) Custodian Regular full time
- (b) Custodian (Tuesday - Saturday Schedule)

5. MAINTENANCE MANAGEMENT EMPLOYEES

- (a) Head Custodians
- (b) Assistant Head Custodians
- (c) Electrician
- (d) Plumber
- (e) Lead Custodian
- (f) HVAC Class 2 Mechanic

B. All other employee classifications not listed shall be excluded - e.g.:

- 1. All substitutes and/or per diem personnel
- 2. All summer, seasonal, and/or temporary personnel
- 3. All administrative and confidential Secretaries
- 4. Human Resource Specialist and Human Resource Secretary
- 5. All professional, noncertificated employees
- 6. All administrative, supervisory and managerial employees

C. DEFINITIONS

- 1. As used hereinafter, the term "employee" shall refer to all members of the bargaining unit outlined above in Section A and hereinbelow defined in Subsections 2 - 6.
- 2. As used hereinafter, the term "Food Service Employee" shall apply to all Secondary School Cafeteria Managers, Elementary School Cafeteria Managers, Secondary School Cooks, and staff employees assigned to the Food Service Department.
- 3. As used hereinafter, the term "Paraprofessional" shall apply to all Classroom Paraprofessionals, Noontime Paraprofessionals, Personal Care Paraprofessionals, or any combination thereof.
- 4. As used hereinafter, the term "Secretarial Employee" shall apply to all Head Bookkeepers, Office Assistants, Payroll Clerks, Secretaries and Supervising Secretaries.
- 5. As used hereinafter, the term "Custodians" shall apply to all titles listed above in Section A.4.
- 6. As used hereinafter, the term "Maintenance Management Employee" shall apply to all titles listed above in Section A.5.

D. All references to male employees shall include female employees.



## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to commence negotiations for a successor agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- C. The parties mutually pledge that their representatives shall possess the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in ARTICLE 23 - Duration of Agreement - neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- F. The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in ARTICLE 1 - RECOGNITION - with any other organization other than the Association.
- G. The Association will be required to show proof of majority representation.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. DEFINITION:

1. A grievance is defined as a complaint by an employee, or employees, that there has been a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee who has a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of the Association, provided the settlement is not inconsistent with the terms of this agreement.
3. Nothing herein contained shall be construed as limiting the right of any employee to the provisions of N.J.S.A. 34:13A-1 et seq.

#### B. PROCEDURE:

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days during the school term or ten (10) work days during summer recess after the employee has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three (3) steps shall be considered a satisfactory adjustment unless, within seven (7) work days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. If the grievance affects ten (10) month employees and it is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.
4. If a grievance for a ten month employee extends into the months of July or August, days shall be counted by using work days of twelve month employees.
5. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:

Step 1. An employee with a grievance shall, within ten (10) workdays of the time he/she knew or should reasonably have known of its occurrence, first discuss it with his/her immediate supervisor or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he/she shall then formally present his/her grievance in writing to his/her immediate supervisor or principal within five (5) workdays of the immediate supervisor's or principal's decision and shall receive an answer in writing within seven (7) work days after presentation. If a grievance occurs which involves a Head Custodian it shall be filed with the Coordinator of Custodial/Maintenance Services.



- Step 2. If the grievance is not settled at the first step, the Association may make written request to the Superintendent of Schools or his/her designee for a second step meeting within seven (7) work days after the answer at the first step. The Superintendent of Schools or his/her designee shall set a meeting within seven (7) work days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Superintendent of Schools or his/her designee(s), not to exceed three (3). The Superintendent of Schools or his/her designee's written answer shall be delivered to the Association within seven (7) work days after the meeting.
- Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) work days after the answer at the second step. The President of the Board of Education shall set a meeting within fourteen (14) work days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his/her designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) work days of said meeting.
- Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given in writing at the third step. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. In either case, the Association shall inform the Board of its decision to arbitrate the dispute prior to requesting the appointment of an arbitrator. However, the following are not subject to arbitration:
- a. any matter for which a method of review is prescribed by law.
  - b. any rule or regulation of the Commissioner of Education.
  - c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
  - d. a complaint of any employee which arises by his/her reason of not being reemployed.
6. A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19:12-5.1 et seq.
7. The arbitrator shall limit him/herself to the Articles of this agreement and his/her decision shall be binding on both parties; he/she shall add nothing to nor subtract anything from this Agreement unless agreed to otherwise by both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.
8. The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees, including the grievant, shall be required to continue under the direction of the Superintendent of Schools or his/her designee and Administrator/Supervisor regardless of the pendency of any grievance until such grievance is properly determined.



## ARTICLE 4

### EMPLOYEE RIGHTS

#### A. EMPLOYEES

1. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
2. Pursuant to N.J.S.A. 34:13A-5, the Board and the Association hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation in the lawful activities of the Association, or the processing of any grievance.
3. The Employer shall reimburse custodians assigned to drive the "garbage truck" and "stake body truck" for required fees for obtaining a Commercial Drivers' License and all succeeding renewal fees.
4. Current ETESSA employees will receive a copy of the successor agreement following ratification by both parties; new employees covered by the bargaining unit will receive a copy of the current agreement upon initial employment.

## ARTICLE 5

### ASSOCIATION RIGHTS/SECURITY

#### A. ASSOCIATION RIGHTS

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time the information that is in public domain.
2. Whenever any representative of the Association or any employee in bargaining unit is mutually scheduled by the parties to participate during working hours in grievance procedures, the employee shall suffer no loss in pay.
3. The Association shall have the right to apply for use of school buildings for meeting of their membership. Applications for such permission shall follow existing Board policy.
4. The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.
5. A list of present employees and their salary level shall be maintained by the Board and the Association.
6. The Office of Human Resources shall forward to the Association President copies of Board minutes where new employees are hired, and employees are transferred to different categories.

#### B. SECURITY

1. The Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Association, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
2. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee any sum of money as an Association dues.

## ARTICLE 6

### WORK SCHEDULE

#### A. SECRETARIES

1. Date schools open through date school close, when schools are in session - eight (8) hour day, includes one (1) hour off for lunch.
2. Summer hours seven (7) hour day includes 3/4 hour off for lunch - shall be effective during the period from the first day after the students leave in June through August 31<sup>st</sup> and all in-service days during the school year.
3. Ten month Secretarial Employees shall be available for work the last five (5) work days of August. Ten month employees who are required to work said days shall be compensated at their regular per diem rate for each day worked. It is understood that compensatory time does not apply to this subsection.
4. The work year for twelve (12) month Secretarial Employees shall be July 1 through June 30; the work year for ten (10) month employees shall be September 1 through June 30 except otherwise provided under Article 6 Section A.4 above. During the period from the "first day of school for teachers" in September through the "last day of school for teachers" in June, Secretarial Employees shall work the teacher work year. Holidays shall be scheduled in accordance with Article 8, Section A.

In the event of a "single session" day on the last school day before winter recess, Secretarial Employees who are assigned to the schools shall be permitted to leave work thirty (30) minutes after teacher dismissal in their respective schools; under such circumstances, all other Secretarial Employees, including central office staff at the District Administrative Offices, 2099 Pennington Road and Student Personnel Services, shall be permitted to leave work at 2:00 p.m. on the last school day before winter recess; however, central office staff may have the option of working throughout their regular one (1) hour lunch break in order to leave work at 1:00 p.m. The latter option shall not apply to those Secretarial Employees who are assigned to school buildings as described in sentence one (1) above.

5. Central Office Secretarial Employees at the Ryan Administration Building, Student Personnel Services, and John Gusz Building, shall be required to be available for work during both Winter and Spring Recesses as well as other days (when school is not in session) in the event of an emergency as determined by the Superintendent or his/her designee. Secretaries who are required to report to work shall be paid on a pro rated basis for time worked in accordance with the following schedule:

Double time:	all legal holidays when school is not in session and Sundays;
Time and one half:	all hours above forty (40) per week;
Regular time:	all other time worked not covered above.

However, an employee who substantiates that vacation plans were made prior to the request to work, and if canceled, would result in a monetary loss, shall not be required to work.

Payment for the above shall be treated as overtime and not subject to pension deductions.

It is understood that Article 11, Section B.3 does not apply to subsection 6 set forth herein above.



6. Secretarial Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.
7. If Secretarial Employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.
8. When a member of the secretarial classification performs the duties of a secretarial employee listed in a higher job category (referenced in Appendix A) for ten (10) or more consecutive work days, the secretarial employee performing the duties shall be paid on the higher salary range retroactive to the first day of said assignment. Said procedure shall not apply to ten (10) month secretarial employees requested to perform the work of a twelve (12) month secretarial employee in the same job category.

**B. FOOD SERVICE EMPLOYEES**

1. The work hours for Food Service Employees shall be as follows:

	Hours/ <u>Day</u>	Days/ <u>Year</u>	Hours/ <u>Year</u>
Secondary Manager	7	196	1372
Elementary Manager	6	196	1176
Secondary School Cooks	6	196	1176
Staff	5 ½	192	1056
Staff	5	192	960
Staff	4 ½	192	864
Staff	4	192	768
Staff	3 ½	192	672
Staff	3	192	576

2. Work required and performed in excess of the stated days will be paid at the regular rate of pay assigned to that classification of employee. Full-time Managers shall receive an annual stipend of \$2,529 in addition to their regular salary when assigned to supervise the district's early morning breakfast program at his/her respective school. Stipend to be fixed for the duration of the agreement.
3. The Secondary Manager, Elementary Manager, and Secondary School Cooks shall begin work three (3) days prior to the first day of school for students. All other Food Service Employees shall begin work on the first day lunch is served to students; however, in some cases it may be necessary for such employees to also work the three days prior to the first day of school for students at their respective current hourly rates.
4. If and when a Food Service Employee performs the duty of a manager or secondary school cook, for a period of five (5) consecutive days, said Food Service Employee will receive a stipend for that period of time which would be equal to the amount he/she would receive if he/she were to perform that duty on a regular basis. (Adjusted salary to begin on the sixth (6th) day.) However, under no circumstances can a secondary school manager be paid extra for performing the duties of an absent cook.
5. All Food Service workers must be available for work on full day teacher inservice days during the academic school year for students. If services are required, beyond the contractual number of days, Food Service Workers who are required to work will be paid for time worked at their regular hourly rates. Under such circumstances, a minimum of two hours will be paid.



#### C. PARAPROFESSIONAL EMPLOYEES

1. Classroom/Instructional, Kindergarten, Prefirst, and Noontime Paraprofessionals shall work the days students attend school for the number of hours each Paraprofessional is approved to work; however, on days when teachers may leave early, the Paraprofessionals shall follow the same procedures as teachers.
2. All other Paraprofessional Employees not listed above shall work the number of hours and days assigned. On single session days, Paraprofessionals shall work their regular number of hours except when teachers are permitted to leave work early. Under such circumstances, full-time Paraprofessional Employees shall be permitted to leave work when the teachers leave.
3. All Paraprofessional employees must be available for work on full day teacher inservice days during the academic school year for students. If services are required, Paraprofessional Employees who are required to work will be paid for time worked at their regular hourly rate. Under such circumstances, a minimum of two hours will be paid.
4. Full time Paraprofessionals shall receive an unpaid duty free lunch of thirty (30) minutes.
5. Paraprofessionals may be required to attend a training session on one (1) district inservice day not to exceed six (6) hours for the day.
6. On single session days, paraprofessional employees shall work the number of hours for which they are contracted. Such days include those when teachers do not have full day teaching schedules but are required to perform other professional responsibilities such as conducting parent conferences. However, on single session days when teachers are permitted to leave work early without performing any other professional duties, full-time paraprofessionals may also leave at the same time the teachers in their respective building are permitted to leave. Such days include the last school day before Thanksgiving Recess and/or the last school day before Winter Recess when such days appear on the annual school calendar as "single session days."

#### D. CUSTODIANS

1. The normal work shifts for regular full time Custodians shall be eight (8) hours per days plus a one half hour unpaid meal break.

A day person unable to report for the day shift must notify his supervisor by calling the proper phone number by 6:30 a.m.; the evening shift must notify the district in a similar manner by 1:30 p.m. and the night shift no later than 3:30 p.m. It is understood that the above procedure shall apply except in cases of emergency. Under such circumstances, the Custodian shall notify the district as soon as reasonably possible. Violations of this provision shall be processed in accordance with the provisions of Article 7, Section E3.

2. Tuesday - Saturday Schedule

In the following schools, Antheil, Fisher, Lore, and Ewing High School, a Tuesday through Saturday Schedule shall operate September 1<sup>st</sup> through June 30<sup>th</sup>. The number of hours in the regular work day shall remain as presently constituted and the Saturday "day shift" shall end no later than 6:00 p.m. The Tuesday - Saturday Schedule in each building shall be staffed using employees who are classified as custodians and who posses a black seal license. Employees shall be assigned such schedule in the following manner: volunteers, least senior employees based on date of hire, and new hires. All employees on the Tuesday - Saturday Schedule must posses a black seal license.

If a Saturday evening shift is added at Ewing High School during the Tuesday - Saturday Schedule, said shift shall be staffed by two (2) employees.

Except as otherwise provided hereinabove, employees shall not be transferred to a Tuesday - Saturday Schedule except under the following conditions: death or long-term illness of an employee.

If a new employee obtains a black seal license, said employee shall be assigned to the Tuesday - Saturday Schedule only if a currently assigned employee to the Tuesday - Saturday Schedule desires to be reassigned to a normal schedule.

3. Overtime Procedures

- a. If Custodians are offered weekend overtime or work and no one claims it, the overtime shall be assigned using a district-wide seniority list. The list shall start from the least senior person and go to the most senior person. The least senior person shall get the first assigned overtime. The list shall be maintained from year to year.
  - b. Overtime opportunities, which arise during the week (Monday through Friday), shall be offered at the building level on a rotational basis using building-wide seniority lists. Each list shall start with the most senior to the least senior person. The most senior person on the corresponding list shall be offered the first overtime work.
  - c. If no custodian claims the overtime opportunity, it shall be assigned using a district-wide seniority list. The district-wide seniority list shall start with the most senior to the least senior person. The most senior person on this list shall be offered the first overtime work.
  - d. Whenever a custodian refuses an overtime opportunity either at the building level or district level, he/she shall be asked to "sign off" in order to verify that the work was offered; said refusal shall not be interpreted as a denial and/or forfeiture of future overtime opportunities unless the custodian specifically states such intention.
    - (1) Any request to remove one's name from the over-time seniority lists shall be submitted in writing to the Coordinator of Custodial/Maintenance Services, signed and dated, and include the effective date(s) of the exclusion. If/when a custodian desires to restore his/her name to the lists the same procedure shall apply. Upon receipt of a request, the custodian's name shall be added to the end of the appropriate seniority lists within ten (10) workdays.
    - (2) Said right of refusal shall not apply to overtime/extra work due to emergency situations or snow removal. Under the latter circumstance, all custodians are expected to report to work as directed by the Coordinator of Custodial/Maintenance Services or his designee.
  - e. If no custodian claims the overtime, it shall be involuntarily assigned using the district-wide seniority list beginning at the bottom of the list with the least senior person and moving upward as necessary to the most senior person. The least senior person shall receive the first assigned overtime. This list (which shall be separate and distinct from the district-wide seniority list used for weekend overtime as set forth above in subsection 3.A) shall be maintained from year to year.
4. One and one-half (1.5) times the Custodian's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.



5. Call Time - Any full-time custodian who is required to return to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours at time and a half. This does not include the checking of the boilers over weekends. This does not apply to any extension of the regular workday.

It is understood that the elementary school Custodians will be responsible to check their respective boilers and buildings on weekends and holidays at no additional compensation.

6. If and when a custodian temporarily performs the duties of a lead, assistant head or head custodian, for a minimum of ten (10), full, consecutive workdays, commencing with the eleventh (11th) day said custodian will receive a salary differential for each day worked through the duration of the assignment effective retroactively to the first day. Said differential shall be based upon the difference between the custodian's regular hourly rate and the hourly per diem rate he/she would have received if he/she were to perform the job on a regular basis.

#### E. MAINTENANCE MANAGEMENT

1. Call Time - Any Maintenance Management Employee called or required to return to work outside of his regularly scheduled shift for emergency calls which necessitates work shall be paid a minimum of three (3) hours at time and a half. A minimum of two (2) hours at the time and a half rate shall be paid to Maintenance Management Employees when called by the police or fire department.
2. It is understood that the respective building and boilers must be checked on weekends and holidays at no additional compensation.
3. A Maintenance Management Employee unable to report for work must notify his/her supervisor by calling the proper phone number as least two (2) hours prior to his/her starting time, except for those working the night shift who must call prior to 3:30 p.m.

It is understood that the above procedure shall apply except in cases of emergency. Under such circumstances, the Maintenance Management Employee shall notify his/her supervisor as soon as reasonably possible. Violations of this provision shall be processed in accordance with the provisions of Article 7, Section E3.

4. If and when either an assistant head custodian temporarily performs the duties of a head custodian or a head custodian temporarily perform the duties of the Coordinator or Assistant Coordinator of Custodial/Maintenance Services, for a minimum of ten (10), full, consecutive workdays, commencing with the eleventh (11th) day he/she will receive a salary differential for each day worked through the duration of the assignment effective retroactively to the first day. Said differential shall be based upon the difference between the custodian's regular hourly rate and the hourly per diem rate he/she would have received if he/she were to perform the job on a regular basis.

#### F. EMPLOYEES

Effective immediately, formal coffee breaks shall be eliminated; however, employees may take a brief five (5) to ten (10) minute break in the morning and afternoon upon the supervisor's prior approval.

## ARTICLE 7

### LEAVES OF ABSENCE

- A. Employees shall receive annually one (1) day per month of employment for sick leave. As per past practice, annual sick leave entitlement shall be prorated proportionately to the number of months the employee works in a fiscal year. Unused sick leave shall be accumulative from year to year. Employees who are absent from work more than five (5) consecutive days, who average one (1) or more sick day per month, or demonstrate a pattern of taking sick days immediately preceding and/or following weekends, holidays, and/or school vacation periods shall be required to submit a doctor's certificate to the Office of Human Resources.
- B. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. As per past practice, annual personal leave entitlement shall be prorated proportionately to the number of months the employee works in a fiscal year. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half (1/2) day segments:
  - 1. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
  - 2. Death of a relative or close friend.
  - 3. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
  - 4. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  - 5. Court subpoena.
  - 6. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
  - 7. Any other emergency or urgent reason not included in "1." to "7." above, if approved by the Superintendent of Schools.
- C.
  - 1. All requests for personal leave shall be submitted in writing, on the proper form, (at least 24 hours in advance when possible) recommended by the principal or employee's supervisor, and approved by the Superintendent of Schools or his/her designee. Requests for such leave on the day preceding or immediately following a school holiday/vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within two (2) days of the employee's return to work. Custodians and Maintenance Employees will submit their request to the Coordinator of Custodial/Maintenance Services.
  - 2. Each June 30, all unused personal leave will be added to the employee's accumulated sick leave.



- D. Five (5) additional days leave shall be granted for death in the immediate family, as defined above in B.1. - plus grandparents, mother-in-law and father-in-law.

E. Family Illness Day

All support staff shall be allowed one (1) family illness day with full pay per school year for use due to illness in the immediate family as defined herein above under B. 1. The unused family illness day shall not be accumulated from year to year.

F. Unpaid/unauthorized leaves

1. Personal situations which involve unique/extenuating circumstances and/or where established past practices where financial loss may be incurred, will be granted provided the request for leave is made to the Superintendent of Schools or his/her designee at least four weeks in advance.
  2. Unpaid leaves of absence shall be granted only in the case of emergency or severe hardship. All requests must be submitted in advance in writing to the Superintendent of Schools or his/her designee.
  3. Employees who take unauthorized leave(s) from work or who fail to either report to work or to follow call-in procedures shall be suspended without pay as follows:

1st Offense	-	2 times the amount of time taken
2nd Offense	-	3 times the amount of time taken
3rd Offense	-	4 times the amount of time taken
4th Offense	-	Discharge
  4. The Board reserves the right to determine when said suspension will be imposed. Only "4th offense" discharges shall be subject to arbitration. If the facts are in dispute, the grievance procedure may be utilized.
- G. After fifteen (15) years of continuous service in The Ewing Public Schools, upon retirement under PERS, all accumulated unused sick leave shall be paid at one-half (1/2) the average hourly rate of pay for the last twelve (12) months of employment to the maximums set forth herein below:

Food Service Employees	\$5268
Paraprofessionals	\$4036
Secretaries	\$7726
Maintenance Management	\$8222
Custodians	\$5908

- H. Employees may willingly and voluntarily authorize the transfer of one (1) personal leave day per school year from their respective individual annual entitlements to be credited to an ETESSA Emergency Sick Leave Account. The donated personal day is irrevocable, notwithstanding the future employment status of either the recipient of the day and/or the individual employee who makes the donation. Such donated days may only be transferred to other members of the ETESSA Bargaining Unit.

Any full-time employee (six or more hours per day) may donate a day to any other full-time employee in the bargaining unit. However, if a full-time employee donates a day to a part-time employee, the donated day will equal two (2) days for said part-time person provided that he/she works less than four (4) hours per day. In the event the part-time employee receiving the donated day works over four (4) hours per day, the donated day shall be equal to its face value of one day. For purposes of this provision, part-time employees may only donate a day to employees in the same part-time category.

The Board has the sole discretion to approve the transfer of a personal day and no transfer shall occur without recommendation by the Superintendent and approval by the Board. Moreover, any dispute that may arise as a result of this provision shall be neither grievable nor arbitrable.

## **ARTICLE 8**

### **HOLIDAYS**

#### **A. SECRETARIES**

1. The holidays shall be as follows: Independence Day.

#### **B. FOOD SERVICE EMPLOYEES**

1. A minimum of eleven (11) paid holidays shall be listed annually for Cafeteria Managers and Secondary School Cooks and a minimum of ten (10) paid holidays shall be listed annually for all other Food Service Employees. However, if a food service employee is required to work any time before the Labor Day Holiday, said food service employee shall receive eleven (11) paid holidays.

#### **C. PARAPROFESSIONALS**

1. The employer shall list a minimum of eleven (11) paid holidays annually.

#### **D. MAINTENANCE MANAGEMENT**

1. A minimum of thirteen (13) paid holidays shall be listed annually by the Employer, plus one (1) additional day off with the approval of the immediate supervisor.
2. Holidays which fall within a Maintenance Management Employee's vacation period shall be celebrated either immediately before or immediately following his vacation period as agreed between the employee and his immediate Supervisor.

#### **E. CUSTODIANS**

1. A minimum of thirteen (13) paid holidays shall be as listed annually by the Employer.
2. Holidays which fall within a Custodian's vacation period shall be taken either immediately before or immediately following the scheduled vacation period as agreed between the Custodian and his immediate Supervisor.
3. A permanent hourly Custodian must work a regular schedule, ten (10) or twelve (12) months, to be eligible for paid Holidays. In the event the holiday falls on a weekend, said Custodian shall be paid for the day provided that he has reported to work for his regular shift on the Friday immediately preceding the weekend of the holiday. This provision however, does not preclude a Custodian from taking a vacation day immediately preceding a weekend holiday.



## ARTICLE 9

### VACATIONS

#### A. SECRETARIES

1. Only permanent twelve (12) month Secretaries shall be granted paid vacation days. Twelve (12) month secretaries who work part-time shall be granted paid vacation days on a prorated basis.
  - (a) Employees employed less than 1 year shall earn one (1) vacation day per month starting with the fourth (4) month (up to a maximum of nine (9) vacation days) to be utilized July 1 following the year in which said days were earned.
  - (b) Upon completion of a full fiscal year, employees shall earn ten (10) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (c) Upon completion of five (5) full fiscal years, employees shall earn fifteen (15) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (d) Upon completion of ten (10) full fiscal years, employees shall earn twenty (20) vacation days per year to be utilized July 1 following the year in which said days were earned.
2. Vacations may be taken anytime during the year with the approval of the immediate Supervisor.
3. A Secretary must have started to work prior to the sixteenth (16th) of the month in order to receive credit for the entire month.
4. All Secretaries who have heretofore or hereafter become twelve (12) month Secretaries after serving the district as ten (10) month secretaries shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten (10) or twelve (12) month employment; all part-time secretaries who are employed a minimum of half-time (.50 F.T.E.) and subsequently become full-time secretaries may convert, on a prorated basis, all contracted consecutive years of secretarial service in the district for the purpose of calculating their full-time vacation entitlement. Under such circumstances, said prorated years of experience shall be rounded to the nearest whole number. Notwithstanding this provision, said secretaries shall be entitled to a maximum of five (5) vacation days during the first year of employment in a twelve (12) month position. Thereafter, the regular vacation shall follow.
5. All vacation days earned during the current school year must be taken during the next school year.
6. Upon prior approval, a total of five (5) vacation days may be accrued for use in the next year provided that the total number of vacation days available for use in any one year does not exceed the regular number of days set forth in Section 1 above plus the five days carried over from the previous year. All other vacation days not taken as described hereinabove shall be forfeited except in cases involving (1) serious long term illness, (2) death in the immediate family (as described in Article 7) and/or (3) a vacancy in the office to which the Secretary is assigned. However, if a Secretary is unable to utilize his/her full earned vacation entitlement as a result of any of the above described conditions, his/her request to increase the maximum "carry over" limit for unused days shall be increase in proportion to the specific circumstances. It is understood that notwithstanding the five day restriction on



carry over vacation days described above, any Secretary who has accumulated vacation time as of July 1, 1990, shall be allowed to continue said "carry over" days.

7. Under such circumstances, the maximum number of carry over vacation days shall be the accumulated number of days as of July 1, 1990 plus five additional days.

Note: A fiscal year shall cover the period from July 1 through and including June 30.

#### B. MAINTENANCE MANAGEMENT AND CUSTODIANS

1. Only full time twelve (12) month Maintenance Management and Custodians shall be granted paid vacation days.
  - (a) Employees employed less than 1 year shall earn one (1) vacation day per month starting with the fourth (4) month (up to a maximum of nine (9) vacation days) to be utilized July 1 following the year in which said days were earned.
  - (b) Upon completion of a full fiscal year, employees shall earn ten (10) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (c) Upon completion of five (5) full fiscal years, employees shall earn fifteen (15) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (d) Upon completion of ten (10) full fiscal years, employees shall earn seventeen (17) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (e) Upon completion of twenty (20) full fiscal years, employees shall earn twenty (20) vacation days per year to be utilized July 1 following the year in which said days were earned.
2. After six (6) years of service, one (1) week may be accumulated (saved to be used in the succeeding year).
3. Maintenance Management Employees and Custodians must take vacations. No employee may be employed to do work during a scheduled vacation period.
6. Vacations may be taken any time during the fiscal year; however, all vacation requests beyond two (2) days must be submitted ten (10) working days in advance. Seniority shall apply where the Employer must limit the number of Maintenance Management Employees or Custodians on vacation during any period.

Note: A fiscal year shall cover the period from July 1 through and including June 30.

## ARTICLE 10

### EMPLOYMENT PROCEDURES

#### A. NOTIFICATION

1. Reappointment: Whenever possible, employees shall be notified of their employment status, job classification and salary for the next school year as follows:

Twelve month employees - no later than May 30

Ten month employees - no later than June 30

Absent such notice, the employee shall be re-employed.

1. Resignation: Employees intending to resign must give the Board two (2) weeks advance written notice.

#### B. DISCIPLINE AND DISCHARGE

1. No employee shall be disciplined or discharged in an arbitrary or capricious manner.

#### C. DISMISSAL AND DISCIPLINE PROCEDURE

1. For any action that does not call for immediate dismissal or is not covered under the procedures for unauthorized leave set forth in Article 7, Section E.3, the following will be the procedure:
  - (a) 1st Offense - Verbal warning and written notification to the Association.
  - (b) 2nd Offense - Written warning and notification to the Association with copy to separate discipline file.
  - (c) 3rd Offense - Administrative suspension for one (1), two (2) or three (3) days and notification to the Association with copy to employee's personnel file.
  - (d) 4th Offense - Administrative recommendation of dismissal to the Board and notification to the Association with copy to employee's personnel file.
2. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of a student(s) or another employee(s), it shall proceed immediately to Level 3 or Level 4, above, at the discretion of the Superintendent of Schools or his/her designee. In the event of a Level 3 determination, the Superintendent of Schools or his/her designee may impose up to a ten (10) day (or longer if under investigation by DYFS) suspension together with notification to the Association and a copy of same to the employee's personnel file. Such matters shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substances; child molestation, endangerment, and/or abuse; or matters occurring either at the worksite or during the work day which relate to alcohol, fighting (physical altercations), stealing, falsification of reports/timesheets/etc.

Except for cases described above, the employee may appeal any suspension to the Board from a Level 3 action. In the case of a Level 4 action, the employee shall have an opportunity to be heard. The Board's decision will be final in all matters which are predominately performance related. In the event of a dismissal which is not performance related, the matter may be subject to binding arbitration in accordance with Article 3.

3. After reaching a "3<sup>rd</sup> offense," if the employee remains free of any/all infractions for twenty-four (24) consecutive months, said employee's record shall be adjusted to reflect a "2<sup>nd</sup> offense." This is a one-time occurrence.



## ARTICLE 11

### SALARIES

#### A. EMPLOYEES

1. Employees shall be paid every two (2) weeks for the term of their respective employment except as otherwise provided herein below in Section D.

2. Pro-rated Salaries

- (a) Salary Guides

- (1) 12 month employees:

- A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.

- (2) 10 month employee:

- A new employee must be employed prior to February 1 in order to qualify for the next higher pay level on the salary guide for the following year.

- (b) Salary Ranges

- (1) Any employee not hired by the "cut off" dates set forth above in subsection (a) (1) and (2) shall receive a salary increase equal to one-half (1/2) the agreed upon settlement rate; provided, however, that in no case shall the salary of a newly hired employee, who does not qualify for a normal salary increase, fall below the new minimum of the adjusted salary range.

3. In the absence of a successor agreement, no one shall be moved a step on the guide or given a salary increase on the salary range.
4. All new employees shall be appointed for a three (3) month probationary period. Said probationary period may be extended at the Board's discretion provided a time-limit is established and a corrective action plan is implemented and monitored. Upon extension of the probationary period, ETESSA leadership will be notified.
5. Longevity shall be paid upon completion of the following continuous years of service in The Ewing Public Schools in each year of the agreement:

30 Years	\$1750
20 Years	\$1250
15 Years	\$1000

6. Said longevity payment for salaried employees shall be added to the employees' annual salary; hourly employees shall receive requisite longevity pay in two equal payments - January and June. In no case however, shall Longevity be included for the purpose of calculating an employee's hourly rate of pay.
7. The Board shall be solely responsible for determining the initial placement on the salary range for all newly hired employees.

#### B. SECRETARIES

1. The pay range for all Secretaries covered by this agreement shall be set forth in Appendix "A" attached.

2. Except as otherwise provided in Article 6, Section A6, one and one half (1 1/2) times the Secretary's hourly rate will be paid for work performed over thirty-five (35) hours per week. Double time shall be paid for:

- (a) All work performed on Sundays;
- (b) All work performed on legal holidays when school is not in session.

3. Secretaries who work over forty (40) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the Secretary. Effective February 14, 1994, compensatory time shall be earned according to the following formula:

Over 35 hours per week up to 40 approved hours per week - one for one compensatory time

Over 40 approved hours per week - one and one half hours compensatory time for each hour worked

In any given week, the remuneration for overtime must be either "monetary" or "comp time", but under no circumstances shall compensatory for overtime be mixed.

4. For the purpose of overtime:

- (a) A sick day will count toward the thirty-five hours
- (b) A personal day will not count toward the thirty-five (35) hours
- (c) If an employee has accumulated more than twenty-one (21) hours of "comp time" and more overtime is assigned, said employee shall receive monetary compensation. All accumulated "comp time" must be used by June 30th of the school year in which said "comp time" was earned.

5. No Secretary shall start higher than the "Maximum Hiring Point."

#### C. FOOD SERVICE EMPLOYEES

1. Food Service Employees shall be paid in accordance with the salary range for the appropriate job classification under Appendix B.
2. Any Food Service Employee assigned to work before or after his/her regular work schedule, with a break in service for that day will be guaranteed two (2) hours of work at his/her regular rate.

For all work performed on holidays or Sundays the hourly rate shall be 2.0 times his/her regular rate.

Personnel will be scheduled per a seniority list from the respective building. If no Food Service Employee is available, the Dietitian will then make assignments from staff.

3. Permanent Food Service Employees shall receive a salary when school is closed for any emergency (weather, heat, etc.)

#### D. PARAPROFESSIONALS

1. Increments or salary increases are not automatic. These are subject to approval by the Superintendent of Schools or his/her designee with a recommendation to the Ewing Township Board of Education.



2. A new Paraprofessional Employee shall be appointed for a three (3) month probationary period.
3. Salaries will not be reduced if schools close (or close early) for any "Act of God".
4. Paraprofessional Employees who are newly hired shall be given credit for prior years experience as a teacher or teacher aide up to the maximum hiring point limit set forth in Appendix C, in accordance with the following schedule:

EDUCATIONAL EXPERIENCE

Possess AA Degree - \$.15/hr.

Possesses BA Degree - \$.30/hr.

Possesses Valid Tchr. Cert. - \$.15 /hr.

ACTUAL EXPERIENCE

Teacher Aide - \$.20/full yr.  
or Substitute Teacher

Teaching - \$.30/full yr.

5. A Paraprofessional Employee's annual salary shall be calculated by multiplying his/her actual hourly rate by (x) his/her number of scheduled hours per week except as otherwise provided above in Section A.2.
6. In the event Paraprofessional positions are combined, the additional salary shall be computed by dividing the Paraprofessional Employee's current annual salary by the number of hours he/she works per year. The resulting hourly rate shall then be multiplied by the number of additional hours the said Paraprofessional Employee will work above and beyond his/her original position.

The dollar amount for said additional hours shall be added to the Paraprofessional Employee's original salary in order to establish his/her new annual salary.

E. CUSTODIANS

1. Every regular full time custodian shall secure the Black Seal Low Pressure Fireman's License within ninety (90) days after completion of his/her probationary employment period. The custodian must apply for the State administered examination for said license within two (2) months after initial employment date. If the custodian fails the first examination, he then must apply for the second re-examination as soon as the State agency schedule will permit. Any regular full time custodian who fails to secure such a license shall be dismissed notwithstanding any other provision of this Agreement. However, if the custodian can demonstrate that he has made a "good faith effort" to both attend the required Black Seal classes and to pass the State examination, he may petition the Superintendent or his designee for a one (1) time extension of up to six (6) months in order that he may attend additional classes and take the next regularly scheduled State administered examination. Under such circumstances the custodian agrees that he must notify the State upon reexamination that a copy of his test results be sent to the district's Office of Human Resources. Under the circumstances described hereinabove, said request shall not be unreasonably denied. If the custodian is unable to pass the examination as a result of the above extension, he shall be dismissed within two weeks of receiving his examination results.

The Employer will pay the fees required for obtaining this license and all succeeding renewal fees.

2. Stipends

Black Seal Boilers License	\$ 963
Night Shift	\$1,125

3. The salaries of all Custodians covered by this agreement as set forth in Appendix D under the appropriate level of the Custodians Salary Range.

F. MAINTENANCE MANAGEMENT EMPLOYEES

1. The salaries of all Maintenance Management Employees covered by this agreement are set forth in Appendix E under the appropriate Level of the Maintenance Management Employees Salary Ranges as follows:

Range Levels Employee Job Classification

Level A	Head Custodian - Ewing High School Electrician Plumber
Level B	Head Custodian - Anthell Elementary School Head Custodian - Fisher Middle School
Level C	Assistant Head Custodian - Ewing High School
Level D	Assistant Head Custodian - Anthell School Assistant Head Custodian - Fisher Middle School
Level E	Lead Custodian

**ARTICLE 12**

**INSURANCE BENEFITS**

A. EMPLOYEES

1. The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of thirty (30) hours per week. Part-time employees hired prior to October 4, 1999 who regularly work twenty (20) or more hours per week but less than thirty (30) hours per week shall be "grandparented".
2. For employees enrolled in the various available insurance plans, the Employer shall pay the full premium less the employee share as mandated by Chapter 78, P.L. 2011, the Pension and Health Benefit Reform Law.
3. In addition, the Board shall offer to employees who work a regular schedule for at least a total of thirty (30) hours per week a (\$7.50) co-pay Prescription Drug Plan with a company selected by the Board. Part-time employees hired prior to October 4, 1999 who regularly work twenty (20) or more hours per week but less than thirty (30) hours per week shall be "grandparented". The co-pay shall be \$15.00 brand name and \$7.50 generic. The maximum dosage shall not exceed a thirty-four (34) day supply per prescription. Effective July 1, 2014, the co-pay shall be \$20.00 dollars per brand name and \$10.00 generic.



4. Full family or single coverage, as appropriate, dental insurance (1B Dental Plan, New Jersey Dental Service Plan, Inc.) or its equivalent with orthodontics shall be provided to employees who work a regular schedule for at least a total of thirty (30) hours per week. Part-time employees hired prior to October 4, 1999 who regularly work twenty (20) or more hours per week but less than thirty (30) hours per week shall be "grandparented".
5. In no case will an employee be covered under more than one plan. For each employee who terminates his/her employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. All employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.
6. All insurance benefits shall be provided by the Board at the prevailing rate.
7. Part-time employees working a minimum of 17 ½ hours per week may, at their own expense, enroll in the district's prescription and dental plans subject to carrier's regulations.
8. Insurance Waiver: In accordance with applicable State law, employees have the right to waive health coverage. Employees who elect to opt out of health coverage will receive compensation at the rate of 25% of the current yearly cost to the District. Said payment will be taxable and made on a 22 pay basis for ten (10) month staff or on a 26 pay basis for twelve (12) month staff. Applications to waive insurance coverage must be received by the payroll office no later than the 27<sup>th</sup> of a month for an effective date the first of the month one (1) full month later. By way of example, all applications received on January 27 will have an effective waiver date of March 1.

B. EMPLOYEES

1. In the event the continuation of medical benefits, upon retirement, is not possible through the NJ Division of Pensions, after ten (10) years of continuous service in the district and upon retirement as per PERS, an employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by the employee in advance in quarterly installments. Employees with twenty-five (25) or more years of service shall be eligible for continued coverage in the State Health Benefits Program in accordance with State statutes.
2. Employees who actively retire in accordance with the rules of PERS (excluding vesting) may continue in the Prescription and Dental plans by paying quarterly installments in advance; provided however, said insurance is contractually offered to currently employed full-time employees.



## ARTICLE 13

### PROMOTIONS

#### A. EMPLOYEES

1. Notice of all first vacancies in the system for positions included in this agreement will be given by the Superintendent of Schools or his/her designee to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Superintendent of Schools or his/her designee, and will indicate the closing date for receiving applications from employees within the school system.
2. The Superintendent of Schools or his/her designee shall consider all applications.
3. The Board reserves the right to appoint or retain whom it will to any position.
4. Whenever a new position is created as a result of combining two (2) or more existing part-time employee position, the new position shall be advertised in accordance with Subsection 1 above before the new position is filled. Except as otherwise provided below in Section 5.
4. It should be understood that the upgrading of any position will not mandate the advertising of said position if the immediate supervisor approves said employee as being capable of assuming additional responsibilities. Therefore, the employee holding the present position will remain in that respective position with the upgraded title. However, if the immediate supervisor does not approve the respective employee with the upgraded title, then said position will be advertised.

#### B. SECRETARIES

##### 1. Determining Promotional Salaries

- a. Whenever a Secretary is promoted to another secretarial category, the following index shall be utilized to determine the Secretary's new salary:

Office Assistant and CRT	to Secretary 10 months	1.11
	to Secretary 12 months	1.20
	to PFC	1.42
	to Supervising Secretary	1.46
Secretary 10 month	to Office Assist. 12 mo.	1.076
	to Secretary 12 month	1.20
	to PFC	1.28
	to Supervising Secretary	1.32
Secretary 12 month	to PFC	1.07
	to Supervising Secretary	1.11
Payroll Clerk	to Supervising Secretary	1.11
Office Assistant 12 month	to Secretary 12 month	1.11
	to PFC	1.18
	to Supervising Secretary	1.22

It is understood, however, under no circumstances shall the employee's salary exceed the maximum of the new salary range.

## ARTICLE 14

### TRANSFERS AND REASSIGNMENTS

#### A. EMPLOYEES

1. The Board reserves the right to appoint or retain whom it will to any position.
2. Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.
3. Association president will be sent a copy of the posting vacancies within the unit.

#### B. SECRETARIES

1. Employees who desire a transfer or reassignment for the next school year may file a written statement of such desire with the Superintendent of Schools or his/her designee. Such statement shall specify the position in which the Secretarial Employee is interested and shall constitute a commitment that he/she will accept the position if it is offered to him/her.
2. No later than June 1 of each school year, the Superintendent of Schools or his/her designee shall cause to be posted in each school building a list of the known secretarial vacancies for the following school year. Any Secretarial Employee who wishes to apply for a specific position on this list may do so.
3. The Superintendent of Schools or his/her designee shall consider all requests for transfer or reassignment from members of the Secretarial staff as well as applications from others outside the school system.

#### C. CUSTODIANS

1. The Employer reserves the right to transfer any Custodian if the Employer feels that this is in the best interest of both parties. Notification of such change shall be forwarded to the President of the Association and a conference shall be provided with the Custodian(s) involved, if requested in writing, within ten (10) days of notification.
2. The first vacancy for a position covered by this Agreement shall be advertised for bid within five (5) days after the vacancy occurs, if the position is to be filled. The Board will respond to and notify the applicants and the Association President of its decision within two (2) weeks after the closing date for the respective bid.
  - a. If the replacement for the successful bidder needs a Boiler Operator's license, then the qualified employee with the least seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement Custodian has an option to either remain in said position or return to previous position.
  - b. If no bid is received, the qualified custodian with the lowest seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement custodian has an option to either remain in said position or return to previous position.



#### D. MAINTENANCE MANAGEMENT

1. Maintenance Management Employees who desire a change in assignment may file a written statement of said desire with the Coordinator of Maintenance and Custodial Services. Such statement shall include the position to which the Employee wishes to be assigned. Application to be submitted annually by July 1st.
2. Maintenance Management Employees shall be eligible to apply for vacancies within the district as they occur.

### ARTICLE 15

#### REDUCTION OF STAFF

##### A. SECRETARIES

1. In the event of any reduction in force (R.I.F.), district wide seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in secretarial staff shall be accomplished in accordance with the following procedure:
  - (a) The secretarial employee(s) affected by such a reduction shall have seniority rights over the most junior secretarial employee in his/her current category of employment.
  - (b) An affected secretarial employee shall have seniority rights over the most junior secretarial employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Principal Financial Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months.

##### B. FOOD SERVICES

1. In the event of any reduction in force (R.I.F.), seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in food services shall be accomplished in accordance with the following procedure:
  - (a) The Food Services Employee(s) affected by such a reduction shall have seniority rights over the most junior Food Services Employee in his/her current category of employment. Categories are:
    - (1) Secondary Managers
    - (2) Elementary Managers
    - (3) Secondary School Cooks
    - (4) Staff - Full-time
    - (5) Staff - Part-time
  - (b) An affected Food Services Employee shall have seniority rights over the most junior Food Services Employee in the next lower category (as stated above) for which he/she is qualified, provided he/she has more seniority.
  - (c) Affected Food Services Employees shall have seniority rights over the junior Food Services Employees in this category even if their hours of employment are less.



#### C. PARAPROFESSIONALS

1. In the event of any Reduction In Force (R.I.F.), district-wide seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in the paraprofessional staff shall be accomplished in accordance with the following procedure:
  - (a) The Paraprofessional Employee(s) affected by such a reduction shall have seniority rights over the most junior Paraprofessional Employee within his/her current category of employment. For example, exclusively employed Noon Paraprofessional Employees cannot "bump" Classroom, or Kindergarten Paraprofessional Employees. Moreover, part-time Paraprofessional Employees shall not "bump" full-time Paraprofessional Employees; however, a full-time Paraprofessional Employee may "bump" a part-time Paraprofessional Employee within his/her category.

#### D. CUSTODIANS

1. Seniority is defined as a Custodian's total length of continuous service with the Employer, beginning with his original date of hire.
2. Seniority credits cease upon termination of employment. Seniority shall start anew upon reemployment. Approved leave of absence without pay for a period in excess of three (3) months shall not count toward seniority, except in cases of injury involving workmen's compensation.
3. If a question arises concerning two or more Custodians who were hired on the same date the following shall apply: If hired prior to July 1, 1993, seniority preference among such Custodians shall be determined by the order in which such Custodians are already shown on the Employer's payroll records, - e.g., first name, first preferences, etc. For Custodians hired on the same date subsequent to July 1, 1993, preference shall be given in alphabetical order of the Custodian's last name.
4. In all cases of layoff, recall and vacation schedules, Custodians with the greatest amount of seniority shall be given preference. Names of Custodians who are terminated due to a reduction in force will be placed on a "recall list" for a period of two years beyond the termination date. Custodians on this list will be given preference for any future vacancies.
5. The employer shall maintain an accurate, up-to-date seniority roster showing each Custodian's date of hire, classification and pay rate, and shall furnish a copy of same to the Association upon request.
6. The Employer shall advise the appropriate Association representative of any changes which necessitate amendments to the seniority list. The Superintendent or his/her designee shall advise the Association President of any changes to the Seniority List.

#### E. MAINTENANCE MANAGEMENT

1. In the event of any reduction in force (R.I.F.) within the Maintenance Department, effective July 1, 1996, seniority (the Board appointment date of employment within the specific job classification of this employee group) shall apply. Said procedures also shall apply to any Maintenance Management Employee who is promoted to a supervisory position within the district.

2. Any reduction in positions shall be accomplished in accordance with the following procedure:
  - (a) The Maintenance Management Employee affected by such a reduction shall have seniority rights over the most junior Maintenance Management Employee in his/her current category of employment (job classification). Categories are:
    - (1) Electrician
    - (2) Plumber
    - (3) Head Custodian
    - (4) Assistant Head Custodian
  - (b) In the event the affected Maintenance Management Employee has insufficient seniority for employment in his/her current job classification, he/she shall revert to the maintenance management job classification he/she held employment in the district immediately prior to his/her employment in the current classification and shall be placed on the preferred eligibility list for the classification from which he/she reverted for a maximum period of two (2) years.
  - (c) In the event the affected Maintenance Management Employee has insufficient seniority for employment in any other Maintenance Management job classification, he/she shall revert to a custodial position provided he/she held such position immediately prior to his/her employment as a Maintenance Management Employee. Under such circumstances, said employee's initial appointment date as custodian shall be utilized to determine his/her seniority for a custodial position and he/she shall be placed on the preferred eligibility list for the classification from which he/she reverted for a maximum period of two (2) years.

## **ARTICLE 16**

### **REPRESENTATION FEE**

- A.. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
  1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4;
  2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4;
  3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments; and
  4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with the paragraph below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.



- C. Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks.
  - 1. In November; or
  - 2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

## ARTICLE 17

### LIAISON COMMITTEE

- A. A liaison committee will be formed comprised of members of the unit and the Superintendent of Schools or his/her designee.

## ARTICLE 18

### ADMINISTRATION OF CONTRACT

- A.. If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions(s) of this agreement, either party shall do so by telegram or certified mail-letter as follows:
  - 1. If by Association, to Board at: Ewing Township Board of Education, Board Secretary, District Administrative Offices, 2099 Pennington Road, Ewing, New Jersey, 08618.
  - 2. If by Board, to Association at: The residence of the President of the Association of Ewing Township Educational Support Staff Association (ETESSA).



## **ARTICLE 19**

### **COURSE WORK/TUITION REIMBURSEMENT**

#### **A. SECRETARIES**

1. Whenever a course is required by the Board of Education, the Board of Education shall pay the full cost of that respective course taken by the Secretarial Employee in this bargaining unit.
2. A Secretarial Employee electing to take a college course(s) at a State approved institution(s) or Board approved organization(s) may receive tuition reimbursement up to a maximum amount of \$400 per person, per contract year. Prior approval of the Superintendent or his/her designee is required before enrollment in the course and the decision of the Superintendent or his/her designee is not subject to the grievance procedure.

#### **B. PARAPROFESSIONAL**

1. Whenever a course is required by the Board of Education, the Board of Education shall pay the full cost of that respective course taken by the Paraprofessional Employee in this bargaining unit.
2. A Paraprofessional Employee electing to take a college course(s) at a State approved institution(s) or Board approved organization(s) may receive tuition reimbursement up to a maximum amount of \$400 per person, per contract year. Prior approval of the Superintendent or his/her designee is required before enrollment in the course and the decision of the Superintendent or his/her designee is not subject to the grievance procedure.

#### **C. MAINTENANCE MANAGEMENT AND CUSTODIANS**

1. Custodial and Maintenance employees who are required to obtain their Boiler Operators license shall be reimbursed by the Board.

## **ARTICLE 20**

### **UNIFORMS**

#### **A. FOOD SERVICES**

1. A uniform allowance of \$142 shall be paid in two (2) equal installments - November 1 and March 1. Payment shall be subject to the approval of the Superintendent of Schools or his/her designee. Food Service Employees who are hired for less than a full school year shall have this amount prorated proportionately.

#### **B. CUSTODIANS**

1. Suitable foul weather gear will be supplied for Custodians who work regularly on the outside force. This gear is to be shared by the members of this group. One (1) raincoat and hood will be supplied to each building to be shared by Custodians who work within that building.

2. Three (3) uniforms per year will be supplied to all full-time Custodians; one (1) additional uniform will be supplied to the outside Custodians. However, custodians must satisfactorily complete the designated probationary period before receiving said uniforms. Those custodians who receive uniforms after March 1<sup>st</sup> must wait until July 1 of the second year before receiving the next annual set of uniforms. All Custodians who are active and of a permanent status on July 1 shall be eligible for uniforms for the forthcoming school year.
5. Reimbursement for work safety shoes or work boots shall be provided to custodians every year upon presentation of receipt not to exceed \$90.

Those custodians who opt for this benefit shall wear said shoes/boots when on the job unless otherwise directed by the Coordinator of Custodial/Maintenance Services.

#### D. MAINTENANCE MANAGEMENT

1. Three (3) uniforms per year will be supplied to all full time Maintenance Management Employees. All Maintenance Management Employees who are active and of a permanent status on July 1 shall be eligible for uniforms for the forthcoming school year. However, maintenance management employees must satisfactorily complete the designated probationary period before receiving said uniforms. Those maintenance management employees who receive uniforms after March 1<sup>st</sup> must wait until July 1 of the second year before receiving the next annual set of uniforms.
2. Reimbursement for work safety shoes or work boots shall be provided to maintenance management employees every year upon presentation of receipt not to exceed \$90.
3. Maintenance management employees who opt for this benefit shall wear said shoes/boots when on the job unless otherwise directed by the Coordinator of Custodial/Maintenance Services.

### ARTICLE 21

#### MISCELLANEOUS

##### A. EMPLOYEES

1. Substitutes shall not be considered full time staff, and shall not be eligible for hospitalization, sick leave, personal leave, vacation or other items considered "fringe benefits."
2. The employer may establish reasonable and necessary rules of work and conduct for employees. Said rules shall be equitably applied and enforced. On occasion, meetings may be requested by either party for the purpose of discussing rules, regulations, and working conditions.

##### B. FOOD SERVICES

1. Under normal circumstances, cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls, nor will they be required to lower or raise cafeteria tables or benches.

##### B. MAINTENANCE MANAGEMENT

1. Maintenance Management Employees shall not drive school buses for the purpose of transporting students.

## **ARTICLE 22**

### **EVALUATION PROCEDURES**

1. It is understood by both parties to this Agreement that evaluations are the judgment by the Board and/or its authorized agents of the total performance of an employee.
2. Both parties to this Agreement understand that the purpose of formal evaluations is to assist and constructively develop the employee's ability and/or performance.
3. There will be at least one (1) formal evaluation for all probationary employees before his/her appointment becomes permanent. All permanent employees will receive annually at least one (1) formal evaluation before June 30th; however, the Board reserves the right to prepare additional evaluations as required.
4. Each employee shall be provided a copy of each written evaluation and be provided the opportunity to sign and make comments thereon; affixed signatures shall attest that both parties have read the report, but the employee must sign the document.
5. Any employee not satisfied with an evaluation may request a conference with the observer within five (5) work days of receiving his/her written evaluation. If, after discussion with the supervisor the employee is still not in agreement with his/her evaluation, he/she may submit a rebuttal within five (5) workdays of the evaluation conference. Said rebuttal shall be attached to and made part of the evaluation.
6. The instrument(s) to be used for the purpose of conducting formal evaluations shall be mutually agreed upon by the parties.

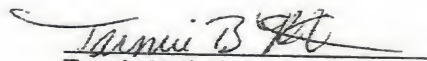


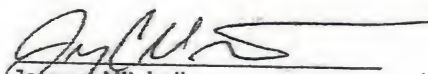
**ARTICLE 23**  
**TERM AND DURATION**

- A. This agreement shall be in effect as of July 1, 2013 subject to the rights of the parties to negotiate a successor agreement as provided in Article 2.
- B. This agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 2016.

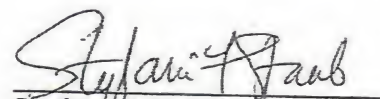
IN WITNESS WHEREOF, the parties have hereto set their hands this 28<sup>th</sup> day of January, 2013.

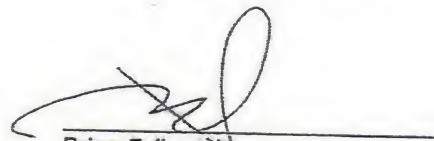
FOR THE ASSOCIATION:

  
Tarmie Matlack  
President

  
Jeremy Mitchell  
Vice President

FOR THE BOARD OF EDUCATION:

  
Stephanie Staub  
President  
Board of Education  
Ewing Township, New Jersey

  
Brian Falkowski  
Business Administrator/Board Secretary  
Board of Education  
Ewing Township, New Jersey

**APPENDIX "A"**  
**SECRETARIAL SALARY RANGE**

**2013-2016**

<b>Category</b>	<b>Minimum</b>	<b>Max Hiring Point</b>	<b>Maximum</b>
Supervising Secretary	41,186	45,304	61,524
Head /Assistant Bookkeepers' Base	38,615	42,478	59,322
Secretary - 12 month	35,124	38,635	56,736
Office Assistant - 12 month	30,160	33,174	48,448
Secretary - 10 month	29,168	32,085	47,147
Office Assistant - 10 month	25,143	27,656	41,903

- A. The employees filling the position of Head Bookkeeper - Budgetary and Head Bookkeeper - Payroll will receive an additional \$5,000 above the stated amount of the Head/Assistant Bookkeepers' Base Salary. The employee filling the position of Head Bookkeeper - Purchasing will receive an additional \$3,500 above the stated amount of the Head Bookkeeper Base Salary. The employee filling the position of Assistant Head Bookkeeper will receive an additional \$2,500 above the stated amount of Head Bookkeeper Base Salary.
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.
- D. Nurses' Office Assistants and the Attendance Office Assistant shall be paid at the 10 month Office Assistants' rate.

**APPENDIX "B"**

**FOOD SERVICE EMPLOYEES SALARY RANGE**

**2013-2016**

<b>Category</b>	<b>Minimum</b>	<b>Max. Hiring Point</b>	<b>Maximum</b>
Secondary Manager	24,067	27,678	38,750
Elementary Manager	17,317	19,915	30,887
Secondary Cook	16,495	18,967	29,694
Staff (5.5 Hr.)	14,545	16,726	26,213
Staff (5 Hr.)	13,230	15,214	23,874
Staff (4.5 Hr.)	11,904	13,692	21,548
Staff (3.5 Hr.)	8,732	10,041	15,378
Staff (3 Hr.)	7,474	8,598	13,167